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AGREEMENT

Between

THE CITY OF
ROCHESTER, N. Y.



ROCHESTER POLICE

LOCUST CLUB, INC.

July 1, 1978 to June 30, 1990

TABLE OF CONTENTS

ARTICLE 1 PURPOSE OF AGREEMENT	1
ARTICLE 2 - RECOGNITION AND DUES	
CHECKOFF	1
Section 1 - Bargaining Agent	1
Section 2 - Non-Interference	1
Section 3 - Management Rights	1
Section 4 - Agency Shop	2
Section 5 - Dues Checkoff	2
Section 6 - Police Benevolent Dues	2
Section 7 - Rehired Members	3
Section 8 - Remittance of Deductions	3
ARTICLE 3 - POLICE SALARIES	3
Section 1 - Wage Schedules	3
Section 2 - Investigator Salary	4
Section 3 - Differential	4
Section 4(A) Salary Steps - Police Officers - Bracket 90	4
Section 4(B) - Salary Steps - Pay Steps - Officers Ranks	5
Section 5 - Longevity	6
Section 6 - Pensions	6
ARTICLE 4 - PROFESSIONAL STANDARDS	7
ARTICLE 5 - MERIT TESTING FOR INVESTIGATOR	7
Section 1 - Testing Procedure	7
Section 2 - Experience-Preference	8
Section 3 - Current Assignments	8
ARTICLE 6 - PAID HOLIDAYS	8
Section 1 - Recognized Holidays	8
Section 2 - Payment for Holidays	9
ARTICLE 7 - VETERAN'S BENEFITS	9
Section 1	9
Section 2	10
Section 3	10
ARTICLE 8 - SICK LEAVE	10
Section 1 - Statement of Purpose	10
Section 2 - Eligibility	10
Section 3 - Bills for Service	11

Section 4 - Discontinued Tours	11
Section 5 - City Responsibility for Bills	11
Section 6 - Sick Leave Allowance	11
Section 7 - Obligation of Officers on Sick Leave to Remain at Home or in Place of Confinement	12
ARTICLE 9 - PERSONAL LEAVE FOR PERFECT ATTENDANCE	12
ARTICLE 10 - FURLOUGHS	12
Section 1 - Statement of Purpose	12
Section 2 - Emergency Situations	13
Section 3 - Choice and Retention of Furloughs	13
Section 4 - Vacation Allowance	13
ARTICLE 11 - HOSPITAL AND SURGICAL INSURANCE AND DEATH BENEFITS	14
Section 1 - Blue Cross/Blue Shield	14
Section 2 - Maternity	14
Section 3 - Prescription Rider	14
Section 4 - Life Insurance	14
Section 5 - Death Benefit	14
Section 6 - Dental Plan	14
ARTICLE 12 - CLOTHING ALLOWANCE	15
Section 1 - Payments	15
Section 2 - Payment for Terminated or Retired Members	15
Section 3 - Safety Prescription Glasses	15
Section 4 - Mileage Allowance - City Ordinance #76-82	16
ARTICLE 13 - CLOTHING BOARD	16
Section 1 - Representation	16
Section 2 - Consultation and Recommendation	16
Section 3 - Meetings	16
ARTICLE 14 - EDUCATIONAL BENEFITS	17
Section 1 - Payment for Courses	17
Section 2 - Educational Incentives	17
Section 3 - Federal or State Programs	18
Section 4 - Proportional Payment	18
ARTICLE 15 - OVERTIME	18
Section 1 - Overtime Computation	18
Section 2 - Call Backs to Duty	18

Section 3 - Court and Training Time	18
Section 4 - Members' Option on Compensatory Time	18
ARTICLE 16 - LEAVE DUE TO DEATH IN FAM- ILY	19
Section 1 - Immediate Family	19
Section 2 - Other Relatives	19
Section 3 - Regular Days Off	19
Section 4 - Official Notice	19
ARTICLE 17 - CALCULATION OF ECONOMIC BENEFITS	19
Section 1 - Calculation Rate	19
Section 2 - Severance Pay - Terminal Pay	20
ARTICLE 18 - WORK SCHEDULE	20
Section 1 - Work Week	20
Section 2 - Split Shifts	20
ARTICLE 19 - TRANSFERS	21
Section 1 - Definitions	21
Section 2 - Posting of New Positions and Vacancies	21
Section 3 - Transfer Requests	21
Section 4 - Qualifications for Transfer	22
Section 5 - Grievability	22
Section 6 - Maintenance of Seniority	23
Section 7 - Frozen Assignments	23
ARTICLE 20 - DISCIPLINE	23
Section 1 - Departmental Investigations	23
Section 2 - Compensation	24
ARTICLE 21 - MEMBERS RIGHTS	24
Section 1 - Protections	24
Section 2 - Procedures	25
Section 3 - Access to Personnel File	25
ARTICLE 22 - SENIORITY	25
Section 1 - Police Officers	25
Section 2 - Commanding Officers	26
Section 3 - Current List	26
ARTICLE 23 - OUT-OF-TITLE WORK	26
Section 1 - Compensation	26
Section 2 - Method of Payment	26
Section 3 - Selection for Out-of-Title Work	26

ARTICLE 24 - CIVIL SERVICE PROCEDURE	27
Section 1 - Single List - Promotions	27
Section 2 - Duration	27
Section 3 - Scheduling of Tests	27
Section 4 - Preparation of Tests	27
Section 5 - Physical Standards	27
Section 6 - Standards	27
ARTICLE 25 - LEAVES OF ABSENCE	28
Section 1 - Leave of Absence Without Pay	28
Section 2 - Educational Leave	28
Section 3 - Unapproved Leave of Absence	28
ARTICLE 26 - RELEASE FOR CLUB BUSINESS AND USE OF ALL BULLETIN BOARDS AND DAILY REPORTS	28
Section 1 - Bulletin Boards and Daily Report	28
Section 2 - Release Time for Club President	29
Section 3 - Release Time for the State P.B.A. Convention	29
Section 4 - Release Time for Regular and Special Club Meetings	29
Section 5 - Release Time for Special Conferences	29
Section 6 - Release Time for Negotiation Committee	29
Section 7 - Release Time for Election Commissioners	29
Section 8 - Designation of Club Representatives	30
ARTICLE 27 - CONTRACT ADMINISTRATION	30
Section 1 - Definition	30
Section 2 - Procedure	30
Section 3 - Grievance Steps	31
Section 4 - Arbitration Procedure	32
ARTICLE 28 - GRIEVANCE COMMITTEE AND REPRESENTATIVES	33
Section 1 - The Locust Club Grievance Committee	33
Section 2 - Grievance Committee Release Time	34
Section 3 - Club Representatives	34
Section 4 - Representative Pursuance	34
Section 5 - Release from Assignment	34
Section 6 - Restriction	35
Section 7 - Representative with Grievance	35

ARTICLE 29 - POLICE LABOR-MANAGEMENT COMMITTEE	35
ARTICLE 30 - RESOLUTION OF DISPUTES IN COLLECTIVE BARGAINING	35
ARTICLE 31 - GENERAL PROVISIONS	36
Section 1 - Applicable Laws	36
Section 2 - Savings Clause	36
Section 3 - Contract Modification	36
Section 4 - Changes in Rules, Regulations and General Orders	36
Section 5 - Printing of Contract	37
Section 6 - Police Vehicles	37
Section 7 - Lounge	37
Section 8 - Defense and Indemnification of Police Officers	37
ARTICLE 32 - PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT - SECTION 204(A)	39
ARTICLE 33 - RESERVATION RIGHTS	40
APPENDIX I - Memorandum of Agreement - Rochester Police Locust Club and the City of Rochester - Police Sergeant in the Chief's Office	42
General Order No. 74-5 - Sick Leave Policy and Procedures	42
General Order No. 74-6 - Furloughs	52

ARTICLE 1 PURPOSE OF AGREEMENT

The purpose of this agreement is to provide orderly collective bargaining relations between the City of Rochester and the Rochester Police Locust Club, Inc., to secure prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this agreement.

ARTICLE 2 RECOGNITION AND DUES CHECKOFF

Section 1: (Bargaining Agent)

The City recognizes the Locust Club as the sole and exclusive bargaining agent for the purpose of establishing salary, hours, and other conditions of employment for all members of the unit established as follows: all Police Officers (including all specializations), all Sergeants except as otherwise provided by the Memorandum of Agreement dated February 27, 1974 (Appendix I of this agreement) and all Lieutenants including all specializations, all Captains including all specializations.

Section 2: (Non-Interference)

The City will not interfere with, restrain, or coerce employees because of membership in or lawful activity on behalf of the Club and will not attempt to dominate or interfere with the Club, nor will the City discriminate in regard to hiring or promotion or tenure of employment or encourage or discourage membership in the Club. It is understood that membership in or lawful activity on behalf of the Club shall not interfere with the employees' duties nor with the carrying out of the responsibilities of the Rochester Police Department.

Section 3: (Management Rights)

The Club recognizes that it is the responsibility of the City to maintain discipline and efficiency within the Roch-

ester Police Department, and that said Department has the right of management to hire, discipline, and discharge employees for just cause as provided for in the rules and regulations of the Rochester Police Department, subject to the right of appeal pursuant to the Civil Service Law, and/or the Municipal Code.

Section 4: (Agency Shop)

The parties recognize that this is an Agency Shop Agreement and such agreement shall be automatically exercised when authorization for such Agency Shop provisions are provided by State Legislation. In accordance with the Agency-Shop provisions, it is understood that each employee who is a member of the bargaining unit herein above defined, but is not a member of the Rochester Police Locust Club, Inc., Rochester, N.Y., shall be liable to contribute to said Club as representative costs, an amount equivalent to Club dues as are from time to time authorized, levied and collected from the general membership of the Rochester Police Locust Club, Inc.

The City agrees to deduct an amount equal to the normal monthly dues paid by Club members from the earnings of each said employee who is not a Club member as their representative costs.

Section 5: (Dues Checkoff)

The City recognizes the obligation of those employees who are or may become members of the Club to pay their Club dues, and upon written authorization on the part of such employees, the City agrees to deduct Club dues from the wages of all Club members who appear on the City payroll, pursuant to 93-b of the General Municipal Law of the State of New York, and forward such dues, together with a list of employees for whom dues deductions are made, to the Club. Dues deductions are to be made bi-weekly in the case of employees paid bi-weekly.

Section 6: (Police Benevolent Dues)

The City also recognizes the obligation of those employees who are or may become members of the Rochester Police Benevolent Association to pay their Benevolent

Association dues, and upon written authorization on the part of such employees, the City agrees to deduct from the wages of all Benevolent Association members who appear on the City payroll, pursuant to Section 93-b of the General Municipal Law of the State of New York and to forward such dues, together with a list of employees for whom dues deductions are to be made, to the Benevolent Association. Dues deductions are to be made 24 times per year in the case of employees paid bi-weekly.

Section 7: (Rehired Members)

In the case of employees rehired, or returning to work after a leave of absence, or being transferred back into the bargaining unit, who have previously executed authorization, and re-executed that authorization, the City agrees to resume deductions as provided herein, and to deduct from the second payroll check all arrears as provided for in the rules and By-Laws of the Club.

Section 8: (Remittance of Deductions)

Deductions will be remitted to the Club's designated Treasurer as soon as possible, or before the next regular payroll, together with a list of those for whom deductions have been made and the amounts of such deductions.

ARTICLE 3 POLICE SALARIES

Section 1: (Wage Schedules)

A. Effective July 1, 1978 to June 30, 1979.

Bracket	Step 1	Step 2	Step 3	Step 4
90	15,342	15,973	16,885	17,867
91			18,152	19,208
92			19,418	20,548
93			20,874	22,089
94			22,331	23,629
95			25,681	27,176

B. Effective July 1, 1979 to June 30, 1980.

Bracket	Step 1	Step 2	Step 3	Step 4
90	16,324	16,995	17,966	19,010
91			19,314	20,437
92			20,661	21,863
93			22,210	23,503
94			23,760	25,141
95			27,325	28,915

Section 2: (Investigator Salary)

All members of the collective bargaining unit occupying the position of "investigator" shall be paid in accordance with the salary commensurate with Bracket 92.

Section 3: (Differential)

The 15% differential, which presently exists in the salary schedule for Police Personnel between Policemen and Police Officers of all ranks, shall be maintained.

Section 4: (Salary Steps)

POLICE OFFICERS - BRACKET 90

(A) The steps shown below shall be reached at the following time intervals:

STEP 1

Start

STEP 2

Upon successful completion of the formal academy training or upon reaching 8 months of service, whichever comes first.

STEP 3

Upon reaching the first anniversary after completing the formal academy training program, or after completing 20 months of service, whichever comes first.

STEP 4

Upon reaching the second anniversary after completing the formal academy training program, or after completing 32 months of service, whichever comes first.

Section 4: (Salary Steps)**(B) Pay Steps - Officers Ranks**

Rank	Bracket	Step 3
Detective C	91	Upon Appointment
Sergeant	92	Upon Civil Service Appointment
Detective B	92	Upon Appointment
Investigator	92	Upon Appointment
Detective A	93	Upon Appointment
Lieutenant	94	Upon Civil Service Appointment
Captain	95	Upon Civil Service Appointment

Rank	Bracket	Step 4
Detective C	91	Upon Completion of 1 year of service at Step 3.
Sergeant	92	Upon completion of 1 year of service at Step 3.
Detective B	92	Upon completion of 1 year of service at Step 3.
Investigator	92	Upon completion of 1 year of service at Step 3.
Detective A	93	Upon completion of 1 year of service at Step 3.
Lieutenant	94	Upon completion of 1 year of service at Step 3.
Captain	95	Upon completion of 1 year of service at Step 3.

NOTE: Unless directed otherwise by the Monroe County Civil Service Commission, it is the intent of this provision that Investigators who have reached Bracket 92, Step 4 and who subsequently take and successfully pass a competitive Civil Service Examination for their position and who are subsequently appointed to the position of Investigator from a Civil Service List shall remain at Bracket 92, Step 4.

SPECIAL NOTE:

It is agreed between the parties that the official ranks of officers in this Section shall be those covered by the Recognition Unit, as set forth in Article 2, Section 1, of this Agreement.

Section 5: (Longevity)

The City agrees, in addition to salaries, to pay a longevity benefit to all ranks of Police Officers who are members of the Unit. Such payment shall be made at a rate of \$50.00 for each year beginning on the employee's third anniversary to be increased by the amount of \$50.00 per year for twenty-two (22) additional years, with a maximum of \$1,150.00. Said payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner: When the anniversary falls during the month, the payment shall begin in the first full pay period of the following month. The following example is intended for illustrative purposes only: If an employee completes his third (3rd) year anniversary date during the month of March, the longevity payment would commence in the first full payroll period after April 1st.

Section 6: (Pensions)

A. The City will provide coverage in the New York State Policemen's and Firemen's Pension System for officers of the Unit in the following pension sections:

- (a) Section 375-C Non-Contributory Plan
- (b) Section 384 - 25 Year Plan
- (c) Section 384-F-G-H - 25 Year Plan

- (d) Section 384-D - 20 Year Plan
- (e) Section 302-D - (One year Final Average pay base for pension)
- (f) Section 360-B - Guaranteed \$20,000 Ordinary Death Benefit (Police Officers with ninety (90) or more days of service)
- (g) Section 375 - I

B. These pension benefits, when they apply by proper enactment of the laws of the New York State Legislature:

- (a) Section 343-G Limited Transfer Rights
- (b) Section 243 Military Law - Military Leave Reinstatement
- (c) Section 341-K World War II Service Credits

ARTICLE 4 PROFESSIONAL STANDARDS

The Union recognizes the necessity of continuous improvement in efficiency and effectiveness throughout the employer's operations covered by this collective bargaining agreement, and in this connection, it will urge its representatives and members to cooperate jointly with the employer in accomplishing this result.

ARTICLE 5 MERIT TESTING FOR INVESTIGATOR

Section 1: (Testing Procedure)

Assignment as Investigator will be based on merit testing. The testing procedures are to be conducted by the Monroe County Civil Service Commission or to be of a type and standard approved by the Monroe County Civil Service Commission. The testing procedure will consist of performance evaluation, written examination and oral interview to create a rank standing. Appointments to the entry level of Investigator will be made by the Chief of Police based on the rank standing. The eligible list to be of no more than a two year duration and will be made available to the Locust Club upon request.

Section 2: (Experience - Preference)

If, after the testing procedure results are determined, two or more candidates receive equal rank standing, preference shall be given to the candidate with the longest seniority standing in the plainclothes assignment provided, however, that the candidate was serving in a regular plainclothes capacity at the time of testing and that such assignment has been for a minimum of six continuous months.

Section 3: (Current Assignments)

It is further agreed to and understood by the parties that members presently designated as Detective Grade A, B, C and Plainclothesmen shall remain so designated consistent with current rules and regulations of the department as of July 1, 1974, and that nothing in Sections 1 and 2 above shall be construed to compel those members described herein to participate in the Merit Testing programs provided in Section 1. However, nothing in this Section shall prevent members described herein from participating in the program provided in Section 1 above. This Section shall automatically terminate in the event of a change in the currently agreed to salary schedule or bracket allocation for any of the titles, positions or assignments listed in this Section.

ARTICLE 6 PAID HOLIDAYS

Section 1: (Recognized Holidays)

A. The following eleven (11) days during the 1978-79 and 1979-80 contract years will be recognized as paid holidays. Holidays #1-4 will be paid in December, 1978 and December, 1979 as prescribed below.

Holidays #5-11 will be paid in the holiday payment that will be made in December, 1979 and the 1980-81 contract year payment as indicated below.

	Days Falling in 1978-79 Contract Year Paid In:	Days Falling in 1979-80 Contract Year Paid In:
1. Independence Day	Dec. 1978	Dec. 1979
2. Labor Day	Dec. 1978	Dec. 1979
3. Columbus Day	Dec. 1978	Dec. 1979
4. Thanksgiving	Dec. 1978	Dec. 1979
5. Christmas Day	Dec. 1979	Dec. 1980
6. New Year's Day	Dec. 1979	Dec. 1980
7. Washington's Birthday	Dec. 1979	Dec. 1980
8. Lincoln's Birthday	Dec. 1979	Dec. 1980
9. Good Friday	Dec. 1979	Dec. 1980
10. Easter Sunday	Dec. 1979	Dec. 1980
11. Police Memorial Day	Dec. 1979	Dec. 1980

B. If a holiday falls on a work day, and the officer takes the day off, the officer must use a vacation day or compensatory day on the holiday.

Section 2: (Payment for Holidays)

A Police Officer shall be paid for all paid holidays in the first pay day in December following the holiday period, provided, however that if a Police Officer is employed for less than the full holiday period from Christmas to Thanksgiving, he shall be paid only for the number of holidays actually accrued during his period of employment.

ARTICLE 7 VETERANS BENEFITS

Section 1:

Members of the unit who are veterans eligible for benefits provided in Section 63 of the Public Officers Law, shall receive the benefits as provided therein or cash equivalent thereof.

Section 2:

Any such veteran scheduled to work on either Memorial Day or Veterans Day, but who is on authorized furlough, or sick leave as a result of a service-connected injury, shall be entitled to receive the benefits therein; except that any member who was not scheduled to work on Memorial Day or Veterans Day, as defined by departmental time keeping standards, and whose scheduled work day commenced on or within the closing hour of said holidays, shall not be entitled to benefits under this section.

Section 3:

Memorial Day shall be observed on May 30, and Veterans Day shall be observed on November 11, or such other dates as prescribed in Section 24 of the General Construction Law.

ARTICLE 8 SICK LEAVE

Section 1: (Statement of Purpose)

"This article establishes sick leave benefits for the members of the bargaining unit. Procedures implementing these benefits will be covered in General Order 74-5.

Subjects in this General Order, which cover terms and conditions of employment, may be changed pursuant to Article 31 Section 4."

Section 2: (Eligibility)

A member of the department will be eligible for sick leave only when suffering from an illness or injury that would prevent the performance of duty. He will not feign sickness or injury; nor will he deceive or attempt to deceive any physician, surgeon, commanding officer or other competent authority concerning his physical condition.

Section 3: (Bills for Service)

Bills for professional service by private medical or surgical specialists rendered to members injured on duty or while on police department premises will be paid from City funds in the event that the Police Surgeon is unable to personally provide the service, provided that the private medical or surgical specialist has been appointed for that purpose by the Police Surgeon. This provision will not apply to necessary first aid or emergency services rendered in cases of injury in the line of duty. Eligibility for the benefits described above shall initially be determined solely by the Chief of Police. The decision of the Chief of Police shall be subject to the provisions of Article 27.

Section 4: (Discontinued Tours)

When a member discontinues his tour of duty due to injury or illness, he will be on sick leave and will be subject to all the regulations of this sick leave article and applicable general orders. The member must report sick, as required, if he wishes to use sick leave on working days subsequent to this discontinued day. However, discontinued days will not be counted as absence from duty in determining loss of furlough due to absences as a result of injury or illness.

Section 5: (City Responsibility for Bills)

The City will not be responsible for bills rendered for medical treatment arising from illness on or off duty except wherein such illnesses results from contact while on duty.

Section 6: (Sick Leave Allowance)

A member of the Department may be permitted up to six months of continual sick leave, including regularly scheduled days off, for any illness or injury not sustained in the line of duty. If unable to return to duty after this period, his case will be reviewed by the Chief in consultation with the Police Physician, and one of the following determinations will be made:

1. Temporary termination from the payroll with reinstate-rights at any time within one year.

2. Retirement from active service if so entitled.
3. Dismissal from the Department.
4. An extension of sick leave.

Section 7: (Obligation of Officer on Sick Leave to Remain at Home or in Place of Confinement)

Unless authorized by his immediate commanding officer, a member of the Department on sick leave will not leave his residence or place of confinement except for the purpose of obtaining medical attention or treatment. Any member who must be moved from his residence to a hospital or other place for treatment will notify his commanding officer and will report in like manner when he leaves the hospital or other place of treatment to return to his residence. The Commanding Officer's decision may be appealed to higher command or, ultimately, to the Chief of Police in consultation with the Police Physician.

**ARTICLE 9
PERSONAL LEAVE FOR
PERFECT ATTENDANCE**

Employees covered by this Agreement will earn one (1) day of personal leave for each 90 days of perfect attendance. Any personal leave earned according to this Article shall be credited in the quarter following the period in which it was earned. The employee may use such leave for any purpose subject to advance approval of his absence. The employee may accumulate up to four (4) days of personal leave for this purpose, which may be carried across contract or fiscal years, provided that the four (4) day maximum is not exceeded.

**ARTICLE 10
FURLOUGHS**

Section 1: (Statement of Purpose)

"This article establishes vacation benefits for the members of the bargaining unit. Procedures implement-

ing these benefits will be covered in General Order 74-6.

Subjects in this General Order, which cover terms and conditions of employment, may be changed pursuant to Article 31 Section 4."

Section 2: (Emergency Situations)

In the event the Chief determines that a serious emergency exists, he may cancel or terminate furloughs, provided, however, that he first exhausts all additional manpower available through call-in procedures. In the event of a declared emergency, the Chief may terminate or cancel furloughs immediately.

Section 3: (Choice and Retention of Furloughs)

Choice of furlough dates will be based on seniority as defined in Article 22. A member who has chosen his furlough will not lose his choice by reason of transfer. Furloughs may be chosen during any period of the year within the limitations set forth in Section 2 above.

Section 4: (Vacation Allowance)

The City will grant vacation based on the number of years of service completed at the beginning of the calendar year as follows:

Number of Years of Service Completed as of January 1 of the Calendar Year; and Yearly Vacation Allowance:

1. 6 months but less than one year of service; 1 day per month (not to exceed 10 days)
2. 1 year through 3 complete years; 12 days
3. 4 years through 8 complete years; 16 days
4. 9 years through 14 complete years; 18 days
5. 15 years through 19 complete years; 20 days
6. 20 and more complete years; 25 days

All vacation days are working days and do not include R days.

**ARTICLE 11
HOSPITAL AND SURGICAL INSURANCE
AND DEATH BENEFITS**

Section 1: (Blue Cross/ Blue Shield)

Effective July 1, 1979, the employees will be provided with the basic Blue Cross/Blue Shield Plan plus the Blue Million Rider in place of P.I.P. A ceiling is imposed upon the employer's contribution at a level of \$31.10 per month for a single policy and \$72.22 per month for a family policy. Future premium increases over those established ceilings will be absorbed by the employee on a payroll deduction basis.

Section 2: (Maternity)

The City further agrees to provide 120 day Maternity Service Rider and the paid-in-full Obstetrical Service Rider.

Section 3: (Prescription Rider)

Effective July 1, 1974 the City will provide a \$2.00 deductible prescription rider for members of the unit and their families.

Section 4 (Life Insurance)

A life insurance policy of a minimum of \$2,500.00 shall be provided by the City. The City agrees to pay the full premium of an ordinary death insurance policy of \$2,500.00 for all members of the unit who may hereafter retire from service.

Section 5: (Death Benefit)

An additional \$10,000.00 accidental service connected death benefit insurance policy shall be provided by the City.

Section 6: (Dental Plan)

Effective September 1, 1979 the Dental Plan shall be the GHI (M-1 Plan) with the employer's contribution to be capped at \$4.10 per month for individual coverage

and \$17.31 per month for family coverage with any increases above this level to be absorbed by the employee on a payroll deduction basis. The dental benefit shall be non-contributory for members enrolling in the single (non-family) plan. Members electing coverage in the family plan shall contribute 25% of the premium cost for the family plan and the City shall contribute 75% of the premium cost for the family plan.

ARTICLE 12 CLOTHING ALLOWANCE

Section 1: (Payments)

Officers performing plainclothes duties shall be paid an annual \$300 clothing allowance. This allowance to be figured on a per diem basis. Payments shall be made in the last payroll period of June and December of each year to all members who performed plainclothes duties during any part of the preceding six (6) months.

Section 2: (Payment for Terminated or Retired Members)

Members who are terminated or who retire before one of the semi-annual payments outlined above will receive the clothing allowance which they are due in their final paycheck.

Section 3: (Safety Prescription Glasses)

(A) The City will provide for and replace safety prescription eye wear when the member presents a prescription for eye wear. All safety prescription eye wear shall conform to ANS-Z 87.1 and O.S.H.A. standards.

(B) Members of the unit will be permitted to purchase safety glasses in frames other than the standard frame, provided, however, the member shall pay the difference between the cost of the standard frame and the approved frame he chooses.

(C) The Chief will designate on or before August 31, 1979, the frame styles which are consistent with the

image of the Rochester Police Department.

(D) The minimum number of approved styles will be six (6).

Section 4: (Mileage Allowance - City Ordinance #76-82)

In accordance with existing City of Rochester ordinances, where the use of privately owned automobiles by investigators, inspectors or other employees or officers, is found by the City Manager on recommendation of the head of any department to be absolutely necessary for the conduct of the City's business and of benefit to the City to carry out duties and functions of the City, employees so authorized by the Police Chief in the Police Department shall be paid ten cents (10¢) per mile, but in no event in an amount to exceed fifty (\$50.00) dollars per month during such period.

ARTICLE 13 CLOTHING BOARD

Section 1: (Representation)

The parties will establish a joint labor-management clothing board with equal representation. Total membership on the board will be no less than six (6) and no more than ten (10).

Section 2: (Consultation and Recommendation)

The Chief of Police will consult with the Board before making decisions relative to clothing and personal equipment issued to members of the unit. The board may make recommendations to the Chief on matters relating to clothing and personal equipment.

Section 3: (Meetings)

Both parties to this agreement may request meetings of the Clothing Board to discuss pertinent issues coming under the review of the Board.

ARTICLE 14 EDUCATIONAL BENEFITS

Section 1: (Payment for Courses)

Effective July 1, 1979 the City agrees to pay the full cost of all tuition and books to all police officers successfully completing a police-work-related course within the period of this contract leading to an Associate's Degree, Baccalaureate Degree or Master's Degree in Police Science or Criminal Justice from an accredited institution. Courses required for such degree programs shall be deemed to be police-work-related. Electives may be deemed to be police-work-related with the prior approval of the Police Chief. If a disagreement should arise over electives, the matter shall be resolved by the Labor-Management Committee.

Payment shall be made as per the following schedule:

- (a) One-half ($\frac{1}{2}$) of all expenses mentioned above upon presentation of evidence of successful completion of individual courses.
- (b) All such expenses previously not reimbursed shall be paid in lump sum upon completion of two (2) years continuous service from the date of receipt of such degree.

Section 2: (Educational Incentives)

The City agrees to provide an educational salary benefit of 5% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period following their successful completion of the receipt of an Associate's Degree in Police Science; or $6\frac{1}{4}\%$ of the members base pay upon receipt of a Baccalaureate Degree or high degree in any subject. Effective April 18, 1979 persons entering the ranks of the Police Department shall not be entitled to educational incentives. Also, Police Officers who are currently members of the force who haven't matriculated into a Police Science program prior to June 30, 1984 shall not be eligible for educational incentives.

Section 3: (Federal or State Programs)

If Federal or State programs exist to pay all or a portion of the educational costs referred to in Section 1, the City will decrease its share appropriately so that 100% of the direct educational costs are paid.

Section 4: (Proportional Payment)

The City will pay 50% of the direct educational costs incurred in obtaining a Baccalaureate Degree in accordance with existing City Administrative Regulations. If the individual receives veteran's administrative payments, the City will pay 50% of the direct educational expenses or the difference between the VA payments and the total cost, whichever is less.

ARTICLE 15 OVERTIME

Section 1: (Overtime Computation)

Time and one-half shall be paid for all overtime worked over the normal average work schedule in effect.

Section 2: (Call Backs to Duty)

On all call backs to any emergency authorized by the City Manager, Chief of Police, or his authorized representative, a minimum guarantee of four (4) hours pay computed at the time and one-half rate, shall be paid.

Section 3: (Court and Training Time)

Time spent in court and in training shall be fixed at a minimum of three (3) hours pay at straight time pay and all hours in excess of three (3) hours actually spent in court or training in any one day shall be paid hour for hour at straight time pay. Police Department General Order No. 71-6 as may be amended.

Section 4: (Members' Option on Compensatory Time)

Members of the bargaining unit will have the option of accruing compensatory time in lieu of overtime payment,

provided, however, that no member will be credited with compensatory time in excess of 240 hours. Compensatory time will be earned and computed at the same rate as is overtime pay.

ARTICLE 16 LEAVE DUE TO DEATH IN FAMILY

Section 1: (Immediate Family)

Members shall be granted leave with pay for the death of a wife, husband, child, father, mother, brother or sister, father-in-law or mother-in-law, grandmother, grandfather, grandchild, legal guardian or any relative residing in the household. Said leave shall be from the time it is granted until the day after the funeral, when the police officer shall report for duty.

Section 2: (Other Relatives)

Members may be granted up to one (1) day for the death of a brother-in-law or sister-in-law or a blood relative not included in Section (1) above.

Section 3: (Regular Days Off)

If regular days off fall within the permitted leave time for a death in the family or if the police officer involved is on furlough at the time of the death in the family, no additional days off will be granted due to the death.

Section 4: (Official Notice)

Official notice of death shall be furnished to the employer by the employee, upon request.

ARTICLE 17 CALCULATION OF ECONOMIC BENEFITS

Section 1: (Calculation Rate)

Holiday pay, vacation pay, sick leave pay, assignment pay, absence pay or loss of pay shall be calculated at the

rate of 1/10th of the bi-weekly salary rate for each day thereof. Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday, not upon the step and bracket at the time of payment.

Section 2: (Severance Pay - Terminal Pay)

(A) In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay (Terminal Pay) shall be paid for all unused Vacation time and all accrued Overtime (Compensatory Time) in accordance with the City of Rochester Administrative Policy 4319, as promulgated by the City Manager. Overtime (Compensatory Time) shall not exceed thirty (30) days. Unused Vacation shall not exceed forty (40) days.

(B) Payment shall be made upon retirement, death, or other termination of services for all accrued holiday time.

ARTICLE 18 WORK SCHEDULE

Section 1: (Work Week)

Work week in effect during term of this contract will be the present work schedule of 5-2, 4-2.

Section 2: (Split Shifts)

(A) Except in serious or emergency situations, as declared by the Chief of Police or his authorized representative, there shall be no split shifts. However, split shifts can be volunteered to by uniformed police officers and/or mutually agreed to between uniformed police officers and their commanding officer.

(B) It is understood and agreed upon between the parties that Section 2 (A) above shall not apply to the Police Officers assigned to the special Criminal Investigation Unit, or to the Plain Clothes detail.

ARTICLE 19 TRANSFERS

Section 1: (Definitions)

(A) Transfers

1. A transfer shall be defined as the change of assignment from one section to another section or from one division to another division. Changes of assignment made within the Criminal Investigation Division and the Special Criminal Investigation Division will not be considered transfers.

2. A permanent change in platoon assignment shall be considered a transfer.

(B) A temporary assignment shall not be more than sixty (60) days in duration except that the duration of assignment may be extended provided that the extension does not exceed a total of 120 days whereas it becomes a change of assignments subject to Article 10.

Section 2: (Posting of New Positions and Vacancies)

When new positions are to be established within the Department, or a vacancy occurs within the Department, which is to be filled, notice will be made by teletype and/or Daily Bulletin and posted to inform members for a period of fifteen calendar days. Positions or vacancies shall be filled as provided in Section 4 of this article, except that nothing in this article shall be construed to preclude the Chief of Police or his designee from temporarily assigning manpower. All new positions or vacancies will include a list of the qualifications established for the position by the Chief of Police or his designee.

Section 3: (Transfer Requests)

(A) Members may indicate their interest in assignment to any one of those positions posted as per Section 2 of this article. Transfer requests will be considered Department wide.

(B) Any member who requested a transfer and was not

selected, or any member transferred without request may address a written request to the command responsible for the final selection for an oral explanation.

Section 4: (Qualifications for Transfer)

The transfer of Police Officers shall be solely the responsibility of the Chief of Police or his designated representative, except that nothing in this Section shall prohibit a Police Officer from requesting, in writing, a transfer to a new or vacant position for which he qualifies. When transferring Police Officers covered by this Agreement, the Chief or his designated representative shall base his decision on the following criteria:

- (a) The needs of the Department
- (b) Qualifications
- (c) Experience
- (d) Performance
- (e) Special training or skills
- (f) Education
- (g) Request for transfer

If, in the judgment of the Chief of Police or his designated representative, two or more candidates are equal according to the above criteria, preference shall be given to the Police Officer who has the greatest amount of Departmental seniority as defined in Article 22, Sections 1 and 2, of this Agreement and who has requested the transfer. In the absence of a written request for transfer, the transfer shall be made at the discretion of the Chief of Police.

Section 5: (Grievability)

The implementation of the provisions of this Article will be subject to the grievance procedure, as provided in Article 27. Decisions of the Chief or his designated representative pursuant to Section 4 of the Article will be grievable if the member feels the decision was made in an arbitrary or capricious manner; except however, that this provision shall not apply to the following positions:

Commanding Officer, Internal Investigation Section.

Commanding Officer, Research and Evaluation Section.

Commanding Officer, Community Services Section.
Commanding Officer, Special Criminal Investigation Section.

Commanding Officer, Intelligence Unit.

Commanding Officer, Narcotics Unit.

Commanding Officer, Enforcement Unit.

Section 6: (Maintenance of Seniority)

When a Police Officer is reassigned or transferred, there shall be no loss of seniority.

Section 7: (Frozen Assignments)

Possession of a particular skill or aptitude by an individual will not be used to arbitrarily freeze him in a position.

**ARTICLE 20
DISCIPLINE**

Section 1: (Departmental Investigations)

Whenever an allegation that a Unit member acted contrary to departmental rules and regulations or general orders is investigated by the Internal Investigation Section (I.I.S.) of the Rochester Police Department, the following shall apply:

(A) A member of the Unit subject to such investigation by I.I.S. shall be informed of the nature of the investigation prior to questioning by I.I.S.

(B) A member of the Unit subject to such investigation by I.I.S. shall be afforded an opportunity to be heard in his own behalf, and any statement made by the member shall be made part of the record of the investigation.

(C) A member of the Unit subject to such investigation by I.I.S. shall have the right to have a Locust Club representative and/or an attorney present during his interrogation by I.I.S., provided, however, that a scheduled interrogation shall not be delayed for more than

one (1) hour because of the unavailability of a Locust Club representative or an attorney.

(D) A member of the Unit subject to such investigation by I.I.S. shall have a right to a copy of any statement he shall make to I.I.S., free of charge, provided, such statement is reduced to writing.

(E) A member of the unit subject to such investigation by I.I.S. shall be presumed innocent until proven guilty, and the burden of proof is upon the Police Department.

(F) A member of the Unit subject to such investigation by I.I.S. shall not be subject to any offensive language, nor, except as otherwise provided herein, shall he be threatened with transfer, dismissal or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Police Department from instructing the member that his failure or refusal to answer any questions can become the subject of disciplinary action itself resulting in disciplinary punishment.

(G) A member of the Unit subject to such investigation by I.I.S. shall suffer no reprisals, directly or indirectly, for exercising his rights under this section.

Section 2: (Compensation)

In the event that an employee is ordered to present himself for an investigation of an alleged violation of departmental rules and regulations and general orders at a time other than his scheduled tour of duty, he shall be compensated for such time, which may include overtime as provided in Article 15, Section 1.

**ARTICLE 21
MEMBERS RIGHTS**

Section 1: (Protections)

During any investigation of a unit member for any alleged offense, the member shall be entitled to the full

constitutional rights and protections of a citizen of the United States.

Section 2: (Procedures)

During interviews involving criminal allegations against a member, the following procedures are hereby established.

(A) The interview of any member shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise. A determination as to the reasonableness of the hour shall be at the discretion of the investigation officer.

(B) Interviews shall be conducted at a location designated by the investigating officer, usually at the Public Safety Building. Interrogations or interviews may be conducted in the members' home, however, such interrogation or interview will be conducted in such a manner so as not to embarrass the member.

(C) No member shall be ordered to submit to any test or procedure which would violate his rights under the United States or New York Constitution for any reason.

(D) Testing techniques not admissible in criminal proceedings will not be used in the prosecution of a criminal charge.

Section 3: (Access to Personnel File)

Members shall, after requesting in writing, be permitted to review his/her own personnel file, in the presence of an appropriate official of the Department. Only complainants' names and addresses and reference sources shall be deleted from said file when it is so deemed necessary. Requests for such viewing must be honored within fifteen (15) days of such request.

ARTICLE 22 SENIORITY

Section 1: (Police Officers)

Employees' seniority shall be based upon:

- (a) Date of appointment as a member of the Rochester Police Department, and
- (b) Position on Civil Service list.

Section 2: (Commanding Officers)

Commanding officers of the department shall determine their seniority according to:

- (a) Date of promotion into rank, and
- (b) Position on the Civil Service lists.

Section 3: (Current List)

Current seniority employment lists in each rank, by name and date of appointment to the Rochester Police Department, shall be made available for inspection. The list shall be updated every four months.

ARTICLE 23 OUT-OF-TITLE WORK

Section 1: (Compensation)

When a member of the unit is assigned by competent authority to work out-of-title at a rank higher than his regular rank, he shall be compensated for working in the position for the time worked on a "per diem" basis which shall reflect the difference between his regular salary and the salary which he would receive if promoted regularly to the higher title. The subject of excessive out-of-title work is a valid labor management discussion item.

Section 2: (Method of Payment)

Payment for out-of-title work shall be made in the payroll period following the payroll period in which the out-of-title work was actually worked.

Section 3: (Selection for Out-of-Title Work)

(A) Officers shall be assigned to out-of-title work within the Collective Bargaining Unit by the Police Chief or Commanding Officer by utilizing the following criteria: position on current promotional list, work experience,

quality of work.

(B) If work experience and quality of work are equal in the judgment of the Police Chief or Commanding Officer, preference will be given to the Officer highest on the promotional list, or in the absence of a promotional list, seniority will replace position on the promotional list placement.

ARTICLE 24 CIVIL SERVICE PROCEDURE

Section 1: (Single List — Promotions)

In accordance with state law, only single lists shall be requested for promotions regardless of residency.

Section 2: (Duration)

A promotional list shall be only for a period of two (2) years. The City agrees not to request the Civil Service Commission to extend the two-year limit.

Section 3: (Scheduling of Tests)

The City agrees to request the Civil Service Commission to adopt a policy of holding promotional examinations within fourteen (14) days after the expiration of the existing promotional lists.

Section 4: (Preparation of Tests)

The City will request the Civil Service Commission to prepare promotional examinations sixty (60) days prior to the expiration date of existing promotional lists.

Section 5: (Physical Standards)

The City agrees to request the Civil Service Commission to publish physical standards for appointment and promotion.

Section 6: (Standards)

The City and the Club agree to maintain minimum standards and qualifications in accordance with the Civil

Service Law and the Municipal Police Training Council for the appointment of Police Officers.

ARTICLE 25 LEAVES OF ABSENCE

Section 1: (Leave of Absence Without Pay)

Leave of absence without pay up to the time limitations of the New York State Civil Service Law in effect at the time may be obtained subject to the approval of the Police Chief.

Section 2: (Educational Leave)

A leave of absence with or without pay may be obtained as an educational leave subject to the approval of the Police Chief and written approval of the City Manager if such is for the purpose of acquiring educational training which will increase the efficiency and usefulness of the employee to the Police Department.

Section 3: (Unapproved Leave of Absence)

Leaves of absence other than those provided by Sections 1 and 2 above will not be granted and will require termination of service. Reinstatement within one year of the date such termination becomes effective shall be provided according to Civil Service Law.

ARTICLE 26 RELEASE FOR CLUB BUSINESS AND USE OF ALL BULLETIN BOARDS AND DAILY REPORTS

Section 1: (Bulletin Boards and Daily Report)

It is agreed that the Club may use all official police bulletin boards for the purpose of posting Club notices to

Club members, provided that such notices shall be clearly identified as Club notices. The Daily Report may also be used for this purpose.

Section 2: (Release Time for Club President)

The City agrees to place the President or his designated representative on detached duty with full pay four (4) working days a week during his term of office to conduct official business for the members of the Police Bargaining Unit.

Section 3: (Release Time for the State P.B.A. Convention)

The City will give released time with pay, not to exceed eight (8) delegates once a year, to those members designated by the Club to attend the State P.B.A. Convention.

Section 4: (Release Time for Regular and Special Club Meetings)

The City will give released time with pay, not to exceed five (5) members to those members designated by the Club to attend regular and special Club meetings.

Section 5: (Release Time for Special Conferences)

The City will give released time with pay to one (1) member designated by the Club to attend the Federation of Monroe County Police Officers regular and special meetings and also to attend the Police Conference of New York, Inc., regular and special meetings and also to attend the Police Conference of New York, Inc., regular or special meetings.

Section 6: (Release Time for Negotiation Committee)

The City will give released time with pay, not to exceed seven (7) representatives at any one time, to those members designated by the Club to participate as the negotiating committee.

Section 7: (Release Time for Election Commissioners)

The City will give released time with pay, not to exceed three (3) members to those police officers who serve as

election commissioners of the Locust Club on the day of the Locust Club election or Special Elections.

Section 8: (Designation of Club Representatives)

Officers, delegates and Locust Club Representatives, who are to be granted leave for Club business, as set forth above, without loss of pay, are and shall be those officially elected to such position by members of the Police Locust Club, Inc. Except that for purposes of Section 7 above, non-elected members of the Police Locust Club, Inc. who are officially designated by the officers of the Club as members of the Police Locust Club Negotiating Committee, shall be granted leave for negotiations without loss of pay.

ARTICLE 27 CONTRACT ADMINISTRATION

Section 1: (Definition)

(A) Grievance — The term "grievance" shall be defined as a dispute between the parties to this agreement, involving the interpretation or application of any provisions of this agreement.

(B) Days — The term "days" when used in this agreement shall, except where otherwise indicated, mean working days on a Monday through Friday basis.

Section 2: (Procedure)

(A) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

(B) Failure at any step of this procedure to communicate to the aggrieved employee or the Club the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next

step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

Section 3: (Grievance Steps)

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

Step A: Immediate Supervisor

Any employee covered by this agreement, who feels himself to have a grievance shall, with his Grievance Representative, take up the grievance with the employee's immediate supervisor within fifteen (15) working days after its occurrence, or within fifteen (15) days of the date upon which the employee or his representative becomes aware of such occurrence. If the grievance is not taken up by the employee or his Grievance Representative within the allotted fifteen (15) working days, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) working days.

Step B: Commanding Officer

If the grievance is not settled at Step A, the employee and his Grievance Representative shall, within three (3) working days after the response of the immediate supervisor is received, take the grievance up with the Commanding Officer of his section on an informal basis. The Commanding Officer shall have five (5) working days within which to attempt to resolve the grievance.

Step C: Police Chief

If the grievance is not settled at Step B, the written grievance and the written answer by the Commanding Officer shall be forwarded to the Club's Grievance Committee, the aggrieved employee and to the Police Chief within two (2) working days. After receiving the response of the Commanding Officer at Step B, within three (3) additional working days, the Club Grievance Committee shall discuss the grievance with the Police Chief or his designated representative.

Step D: Manager of Labor Relations

If Step C fails to produce a settlement of the grievance, a written record of the dispute by each party shall be forwarded within two (2) working days to the Manager of Labor Relations. Within ten (10) additional working days, the Club Grievance Committee shall discuss the grievance with the Manager of Labor Relations. The Manager of Labor Relations will respond in writing to the Grievance Committee and the aggrieved employee within five (5) days after the discussions above have been completed. Each party shall independently determine who may be present at the meeting.

Step E: If Step D fails to produce a settlement of the dispute, either party may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice shall be served within ten (10) calendar days from the conclusion of Step D. Otherwise, the right of arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

Section 4: (Arbitration Procedure)

(A) Any grievance which has not been resolved by the Grievance Procedure may be submitted to arbitration by either party upon service of written notice to the other party of its intention to do so. Such written notice shall be served within ten (10) working days from the conclusion of Step D of the Grievance Procedure. If such written notice is not supplied within the aforementioned ten (10) working days, the right of arbitration of such grievance shall be deemed waived and the grievance shall be considered closed with no further appeal.

(B) All arbitration proceedings shall be conducted by an arbitrator selected in accordance with the Rules of Procedure of the New York State Public Employment Relations Board.

(C) Decisions of the arbitrator shall be final and binding on both parties, provided said decision is within the scope of his authority and the constraints established by this Section.

(D) The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.

(E) The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(F) The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to, or subtract from or otherwise modify the terms of this Agreement as written.

(G) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Club. However, each party shall be responsible for compensating its own witnesses, except however, the Employer shall be responsible for compensating sworn police officers who are members of the Rochester Police Department and who may be used as Club witnesses, provided such officer or officers are on duty at the time of their testimony. If either party desires a transcript of the proceedings, it may cause the transcript to be made, provided it pays for the transcript and makes a copy available without charge to the arbitrator.

ARTICLE 28 GRIEVANCE COMMITTEE AND REPRESENTATION

Section 1: (The Locust Club Grievance Committee)

The Locust Club Grievance Committee shall consist of the President or his designee by written appointment, one member at large, and the grievance representative who responded to or reported the grievance.

Section 2: (Grievance Committee Released Time)

Members of this grievance committee shall be permitted to leave their work, after first reporting to their respective units and commanding officers, for the purpose of meeting with the Chief of Police, the Manager of Labor Relations, or any other representative of the City for the purpose of adjusting grievances and disputes between the Club and the City.

Section 3: (Club Representatives)

The Club may have a duly elected Grievance Representative in each of the following Units, Sections and Divisions of the Rochester Police Department: Sections 1-7, Criminal Investigation Division, Headquarters Section, Traffic Section, Tactical Section, Special Criminal Investigation Section, and any others selected by the membership of the Club at an annual election; except that at no time shall the number of duly elected grievance representatives exceed twelve (12). The City will be provided with a current list of these representatives at all times. In the event of the absence of a particular Grievance Representative, the Club may appoint an alternate in the event a grievance arises.

Section 4: (Representative Pursuance)

A representative or alternate will be permitted to leave his work in pursuance of a grievance, conditions permitting, as determined by the representative's commanding officer, during the representative's regular working hours. If the representative's commanding officer determines that conditions do not permit absence during that representative's regular working hours, the grievance shall be pursued upon completion of the representative's tour of duty.

Section 5: (Release from Assignment)

For the purpose of handling grievances as provided in the Grievance Procedure, the representative will record his time and specify to his immediate superior, the purpose of his activity before he leaves his assignment.

Upon entering the area of another commanding officer, he shall notify that commanding officer of his presence and purpose.

Section 6: (Restriction)

While on leave of absence or sickness, no member of the Club may function as a representative.

Section 7: (Representative with Grievance)

Any representative having an individual grievance in connection with his own work may ask for an officer of the Club to assist him in adjusting the grievance with the commanding officer.

**ARTICLE 29
POLICE LABOR MANAGEMENT
COMMITTEE**

A Police Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, but not to include amendment of this Agreement. This Committee shall be limited to no more than four (4) members of the Police Locust Club, one of whom shall be the Locust Club President, and four (4) management members, one of whom shall be the Labor Relations Director. The Committee shall meet at the call of the Labor Relations Director or the Locust Club President.

Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

**ARTICLE 30
RESOLUTION OF DISPUTES IN
COLLECTIVE BARGAINING**

Disputes during Collective Bargaining shall be handled by the New York State Public Employment Relations Board in accordance with the New York State Public

Employees Fair Employment Act and Article 14 of the New York State Civil Service Law.

**ARTICLE 31
GENERAL PROVISIONS**

Section 1: (Applicable Laws)

It is understood and agreed by both parties that the benefits conferred by this agreement are subject to the applicable provisions of law and to the appropriation of funds by the City Council.

Section 2: (Savings Clause)

This agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

Section 3: (Contract Modification)

No amendment or alteration of this agreement shall be binding unless it is in writing and signed by the City Manager and by a duly authorized representative of the Locust Club, Inc., as determined by the by-laws of the Locust Club.

Section 4: (Changes in Rules, Regulations and General Orders)

All Rules, Regulations and General Orders of the department pertaining to terms and conditions of employment shall be changed through the process of collective negotiations. In the event the City desires to change such a rule, regulation, or general order, it shall give notice thereof to the Club. The parties shall thereafter negotiate collectively over such proposed change(s). If, as a result of collective negotiations, the parties arrive at impasse, the Chief of Police may make such change(s) in

the rules, regulations, and general orders of the department. This procedure shall not be used to amend, delete, modify or change any provision expressly set forth in the Master Agreement between the parties.

Section 5: (Printing of Contract)

The cost of printing this Agreement in booklet form in the number of 1000 copies and at a cost not to exceed \$1,500 shall be borne equally by the City and the Union. Such printing shall be done by a Union print shop having a Union label. This provision shall not apply if the City's share of the printing costs exceeds the limit at which the City must solicit bids for the work to be performed pursuant to the New York State General Municipal Law.

Section 6: (Police Vehicles)

Police vehicles will be kept in good appearance and excellent mechanical condition.

Section 7: (Lounge)

The City will continue to provide a police officers' lounge in the Public Safety Building for members of the Unit subpoenaed to Court.

Section 8: (Defense and Indemnification of Police Officers)

(A) The City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements and litigation expenses incurred by a police officer in his defense in a criminal proceeding in a state or federal court arising out of any alleged act or omission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to exercise or perform his powers and duties. The police officer shall be entitled to private counsel of his own choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. This duty to pay for a defense in a criminal proceed-

ing shall arise only upon the complete acquittal of a police officer or the dismissal of all criminal charges against him; this duty shall not extend to grand jury proceedings. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney within 30 days after acquittal or dismissal to the Corporation Counsel in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

(B) The City shall provide for the defense of a police officer in any civil action or proceeding before any state or federal court or administrative agency arising out of any alleged act or omission that occurred or allegedly occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his powers and duties. This duty to provide for a defense shall not arise where the action or proceeding is brought by or at the behest of the City itself unless the police officer is successful in such action or proceeding.

(C) The Corporation Counsel shall defend, or may employ special counsel to defend, the police officer in any civil action or proceeding unless the Corporation Counsel determines that a conflict of interest exists or may arise in which case the police officer shall be entitled to private counsel of his choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. If special counsel is employed, or a police officer is represented by private counsel, the City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements, and litigation expenses incurred by a police officer in his defense. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney promptly after the end of each month to the Corporation Counsel, in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

(D) The City shall indemnify and save harmless a police officer in the amount of any judgment obtained against the police officer in a state or federal court or administrative agency, or in the amount of any settle-

ment of a claim, provided that the act or omission occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his powers and duties. This duty to indemnify and save harmless shall not arise where the injury or damage resulted from intentional unlawful activity on the part of the police officer; not shall it arise where a judgment is obtained or a claim settled as a result of an action or proceeding brought by or at the behest of the City itself; nor shall it arise with respect to non-automatic punitive or exemplary damages, fines or penalties.

(E) The duties to pay for or to provide a defense and to indemnify and save harmless shall be conditioned upon (a) delivery by a police officer to the Corporation Counsel of any notice, summons, complaint or any other legal process within three (3) business days after he is served with such document, and (b) the good faith cooperation of a police officer in the defense of any action or proceeding against him or against the City based upon his alleged acts or omissions, and in the taking of any appeals.

(F) Any dispute arising under this section shall be submitted to a Justice of the Supreme Court for resolution.

ARTICLE 32

PUBLIC EMPLOYEES' FAIR EMPLOYMENT

ACT — SECTION 204 (a)

It is understood and agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

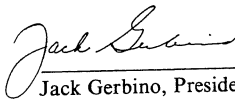
ARTICLE 33

RESERVATION RIGHTS

In the event additional funds become available from either Federal or State grants made specifically for Police salary improvements, the Locust Club shall have the right to re-open this Contract for negotiations on the subject of Police salary improvements only and to the extent of the availability of such funds.

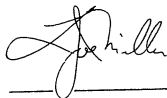
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE ROCHESTER POLICE
LOCUST CLUB, INC.

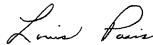


Jack Gerbino, President

FOR THE CITY OF ROCHESTER, N.Y.



L. Joe Miller, City Manager



Louis T. Paris

Manager of Labor Relations

AUGUST 13, 1979

Date

APPENDIX I

MEMORANDUM OF AGREEMENT

ROCHESTER POLICE LOCUST CLUB AND THE CITY OF ROCHESTER POLICE SERGEANT IN THE CHIEF'S OFFICE

It is agreed by and between these two parties that the negotiating unit presently recognized will be amended so as to exclude from the negotiating unit and the title of "Police Sergeant", limited only to that particular Police Sergeant who presently and regularly performs services in the Office of the Chief of Police.

It is understood that the exclusion of this particular title pertains only to the incumbent, a Mr. Williams, and to any successor who may be assigned that duty in place of or instead of Mr. Williams and who holds the rank of Police Sergeant.

Further, the City of Rochester agrees that the particular incumbent of the job title, which is excluded now from the unit, will receive, at a minimum, the same salary and monetary benefits as is provided to other Police Sergeants who are within the negotiating unit, pursuant to contract with the Police Locust Club or applicable sections of the Civil Service Law.

GENERAL ORDER NO. 74-5

Subject: Sick Leave Policy and Procedure

PURPOSE: To ensure that each member of the Police Department sick or injured on duty received medical attention as required.

To ensure that heart disease illnesses are promptly reported.

To establish policy and procedures governing sick leave for members of the Police Department.

To continue the use of Sick Officer Contact Report, RPD 1073 REV 3/74; Officer's Disability Report, RPD 1154; Weekly Sick and Injured Officer Report, RPD 1153; Certificate to Return to Work, form 85.6 and Doctor's Statement, form 85.7 REV 3/74.

I. GENERAL PROVISIONS

A. A member of the Department will report sick only when suffering from an illness or injury that would prevent the performance of duty. He will not feign sickness or injury; nor will he deceive or attempt to deceive any physician, surgeon, commanding officer or other competent authority concerning his physical condition.

B. "Sick Leave" as used herein includes absence from duty as a result of injury.

C. Injuries Incurred in Line of Duty While on Active Duty

1. Any member injured in the line of duty to the extent that medical attention is required or absence from duty is apt to result, will seek medical attention as soon as possible and will notify the police physician at his earliest opportunity. Member's immediate commanding officer will also be notified immediately.

2. The injured member will, as soon as possible, complete the "Report of Police Officer Injured" and forward with any additional required reports through his commanding officer to his Division Commander. This report will include all details regarding the injury and a copy of this report will be placed in the member's personnel folder.

3. Members will comply with any instructions they may receive from the police physician regarding the treatment of injuries.

4. Failure to comply with the preceding requirements may relieve the Police Department and the City of Rochester of any responsibility for medical bills incurred.

5. Bills for professional service by private medical or surgical specialists rendered to members injured on duty

will not be paid from City funds unless such services are provided by express order of the Police Physician. This rule will not apply to necessary first aid or emergency services rendered in cases of injury in the line of duty.

D. Responsibility of Commanding Officer of the Injured Member

1. Respond promptly to the scene and investigate the circumstances of the injury.

2. Interview the injured member and witnesses.

3. Submit a report, in duplicate, of the injury through official channels to the commanding officer of his division. This report will be forwarded to the Personnel Management Unit through the Deputy Chief of the Administrative Bureau where a copy will be placed in the injured member's medical folder and personnel folder.

NOTE: It is imperative that the Personnel Management Unit receive a copy of this report.

4. Notify the police physician if the injured member is unable to do so.

5. Notify the injured member's family, if necessary.

E. Sickness on Duty

1. Any member becoming ill during his tour of duty will immediately notify his immediate commanding officer of such illness. The commanding officer will consult with ill member to determine whether he is able to continue on duty and whether immediate medical attention is required. The commanding officer may direct the member to see medical attention if deemed necessary.

a. When a member discontinues his tour of duty due to injury or illness, he will be on sick leave and will be subject to all the regulations of his sick leave article and applicable general orders. However, discontinued days will not be counted as absence from duty in determining loss of furlough due to absences as a result of injury or illness.

b. If unable to report for his next scheduled tour of duty, the ill member will follow normal provisions for reporting illness off-duty as specified in Section G. 1, below.

2. The City will not be responsible for bills rendered for medical treatment arising from illness on or off duty.

F. Injury to Member Off Duty

1. Any member injured off duty and unable to report for his next scheduled tour of duty will report or cause to be reported such injury to Headquarters Unit.

2. As soon as possible, the injured member will submit to his commanding officer, a completed "Report of Police Officer Injured." This report will be forwarded through the chain of command to the Deputy Chief of the Administration Bureau and a copy of the report will be retained in the member's personnel folder and a copy in his medical folder.

3. The injured member will notify or cause to be notified, the police physician as soon as possible and will report to the physician for examination as instructed.

G. Illness off Duty

1. In all cases when a member becomes ill off duty and is unable to report for his next scheduled tour of duty, he will either personally or by representative, report his unavailability at least one hour prior to the start of his tour of duty to Headquarters Unit.

2. The sick officer must visit a physician of his choice by at least the third day of his illness. This visit and any subsequent visits will be at his own personal expense. This shall be reported on RPD form 85.7.

3. The medical diagnosis of his physician must be presented to the police physician prior to the officer's return to duty for the officer to be certified sick.

4. In illnesses of longer than 30 days, a Doctor's Statement, RPD form 85.7 must be submitted to the police physician, no later than three (3) days after such 30 day period has elapsed.

5. In illnesses of longer than 14 days, if a member or employee is declared ambulatory by his physician, he will report bi-weekly on each pay day to his Commanding Officer in person. At this time, he will complete a "Sick Officer Contact Report," RPD form 1073, which the Commanding Officer will sign and send to the Deputy Chief of the Administration Bureau.

6. In instances where officers are repeatedly ill with minor problems (sore throats, stomach disorders, diar-

rhea) his unit or section commanding officer may require him to report to the police physician immediately on his first day ill to be either certified sick or ordered to return to duty.

7. Failure to be certified ill by the officer's family doctor or the police physician will be construed to mean the officer was in fact not ill but absent from duty and subject to disciplinary action.

H. Heart Disease

It is imperative that any illness diagnosed as a heart disease or related disease be promptly reported to the commanding officer of the Administration Bureau.

I. Illness While on Furlough

Members becoming ill or injured while on furlough to the extent that they are bedridden or hospitalized for more than three days may submit a written request to the Chief of Police to have their status changed from furlough to sick leave for the period actually bedridden or hospitalized. Any such request must be accompanied by a written statement from the attending physician and such other proof of illness as may be requested. The granting of such requests are at the discretion of the Chief of Police.

II. SICK LEAVE

A. A member of the Department may be permitted up to six months of continual sick leave, including regularly scheduled days off, for any illness or injury not sustained in the line of duty. If unable to return to duty after this period, his case will be reviewed by the Chief in consultation with the police physician and one of the following determinations will be made:

1. Temporary termination from the payroll with reinstatement rights at any time within one year.
2. Retirement from active service if so entitled.
3. Dismissal from the Department.
4. An extension of sick leave.

B. Any officer who has been ill or injured off duty six

times within any consecutive twelve month period may at the discretion of the Chief of Police be considered unfit for duty as specified in the Municipal Law 208D and General Order 68-2 and permission to work part time shall be denied. Permission to return to part time employment shall be at the discretion of the Chief of Police.

C. Loss of Furlough

1. A member of the Department absent from duty on six or more separate occasions or absent from duty for a total of 90 working days during any calendar year as a result of illness or injury not sustained in the line of duty, may forfeit furlough time for the next year in proportion to the lost time at the discretion of the Chief of Police.

2. Commencing with the sixth instance, or after 90 days absent from duty as in C-1, an officer will, at the discretion of the Chief of Police, lose a furlough day for:

- a. Each working day of his illness or injury on this occasion and;
- b. Subsequent occasion up to a total amount of the furlough time that he has accrued during this specific year.

NOTE: Between January 1 and January 15 of the year following the excessive time off sick or injured, each officer so affected will be notified of the number of furlough days lost.

EXAMPLE: If, during 1974, an officer was off the first time on January 15 and 16 for two days, no lost furlough time. If he was off on March 1 and 2, the second time for two days, there is no lost furlough time. If he is off the third time on June 1 and 2 for two days, there is no lost furlough time. If he was off for the fourth time on August 1 and 2 for two days, there is no lost furlough time. If he was off for the fifth time on August 15 and 16 for two days, there is no lost furlough time. If he was off a sixth time on September 1, 2, and 3 for three days, there are three lost furlough days. If he was off a seventh time on November 1, 2, and 3 for three days, there are three more additional furlough days lost. If he was off for the eighth time on December 10 and 11 for two days,

there are two more additional days lost. Total lost furlough days — eight. Assuming an officer is entitled to 18 furlough days in 1975, in this example he will lose eight furlough days and only be entitled to ten furlough days in calendar 1975.

D. The provisions of paragraphs A, B, and C immediately preceding do not apply to any sick leave resulting from the line of duty injury or illness.

E. A member on sick leave is considered continually on sick leave and the provisions of this order, including those of Section VI, will apply until he returns to duty regardless of scheduled recreation days or holidays occurring during such sick leave.

III. HEADQUARTERS UNIT RESPONSIBILITY

A. Complete "Officer's Disability Report" card form and forward to the Police Personnel Management Unit where cards will be transferred to the Physician's office.

B. Notify the member's unit that an officer is reported ill. This notification will be made by phone.

C. Notify the Review Desk, who in turn will place the notice on the teletype.

IV. DUTIES OF THE POLICE PHYSICIAN

A. The police physician will assume the responsibility for the medical treatment of any member injured or becoming ill in the line of duty:

1. When he presents himself at the office of the police physician.

2. If the member's condition does not permit his reporting to the office when the police physician is notified of such injury or illness.

B. The police physician will, on request of the Chief of Police, review the records of officers who have had a history of repeated illness to determine the validity of the illness as well as the officer's fitness for continued duty.

for the purpose of treatment or medical evaluation of the member's condition. He will submit to the Chief of Police, Deputy Chief or Division Commander, a written report of the results of such examination and evaluation.

C. The police physician will, on request of the Chief, Deputy Chief or a Division Commander, visit at home or other place of confinement, a member of the department

D. He will certify the fitness of any member to return to either full or limited duty as soon as he deems that member capable of returning to duty.

V. DUTIES OF COMMANDING OFFICERS

A. It is the duty of all commanding officers to ensure that any subordinate becoming ill or injured on duty receives medical attention as may be required.

B. It is the responsibility of commanding officers to see that the required sick contacts (see D. below) are made and proper reports are filed. Failure to make contact shall be immediately investigated and the results reported to the Chief of Police. Commanding officers will maintain accurate records of sick leave of every member under their command and are responsible for notifying the Chief of Police of any member exceeding the sick leave limitations specified in this order.

C. Section and Unit commanders will be required to submit the Weekly Sick and Injury Report, form RPD 1153, to the Personnel Office and ensure that its contents agree with those of the Weekly Duty Rosters (RPD ADM 8-5) and accurately reflect actual statuses. Sick days will be recorded on both reports, when it would be a normal recreation day as R/S.

D. The commanding officer or his designated representative of any member absent on sick leave will contact the absent member on the second day of any absence and submit a "Sick Officer Contact Report," RPD form 1073 (REV 3/74) through official channels to the Police

Personnel Management Unit. In the event the ill member returns to duty after a one day absence, the report will be submitted with an appropriate notation on the day he returns to duty.

Regular contacts, not less than once each week, will be made with members on sick leave and a "Sick Officer Contact Report" will be submitted each time. If it is known that a member will be absent on sick leave for an extended period of time, the requirement for weekly contacts may be waived by the Chief, Deputy Chief, or a division commanding officer, but such waiver will not relieve the commanding officer of the responsibility of notifying the Chief of a member exceeding leave limitations as specified in paragraph B above.

E. Every commanding officer will be diligent in safeguarding the sick leave privileges from abuse.

F. Each week the unit commanding officer will submit in the "Personnel Packet" the Weekly Duty Roster, the Weekly Disability Report, Sick Contact Reports and returned Sick Cards as outlined in Special Order.

VI. PROCEDURE ON RETURNING TO DUTY AFTER SICK LEAVE

A. Any member sick or injured, on or off duty, will report for limited duty as may be authorized by the police physician.

B. Members returning to duty after sick leave will report to the police physician for examination and written authorization to return to duty. If member has not been examined and received authorization prior to returning to duty, he will report to the physician at the earliest opportunity after returning to duty.

C. Any member who has been absent on sick leave will notify his commanding officer or immediate superior in advance of returning to duty. Such notification will be made as early as possible but every case at least one hour before the beginning of the tour of duty.

VII. MEMBER ON SICK LEAVE TO REMAIN AT HOME

A. Unless authorized by his immediate commanding officer, a member of the Department on sick leave will not leave his residence or place of confinement except for the purpose of obtaining medical attention or treatment. Any member who must be moved from his residence to a hospital or other place for treatment will notify his commanding officer and will report in like manner when he leaves the hospital or other place of treatment to return to his residence. The commanding officer's decision may be appealed to a higher command or ultimately, to the police physician.

B. Any commanding officer charged with the responsibility of contacting a sick or injured member and who is unable to contact the absent member at his residence or place of confinement will conduct such investigation as may be necessary to determine the whereabouts of the sick member. If his investigation fails to discover a satisfactory explanation for the member's absence from his home or other place of confinement, the Chief of Police will be notified in writing.

VIII. RESPONSIBILITIES OF THE PERSONNEL MANAGEMENT OFFICE

A. The Personnel Management Unit will issue the Weekly Disability Report indicating:

1. The total number of days of this illness.
2. The total times ill this year.
3. The total days ill this year.

B. The Personnel Management Unit will maintain accurate records of sick leave and will be alert to suspected cases of malingering, which will be reported to the Deputy Chief of the Administration Bureau.

BY ORDER OF:

Thomas F. Hastings
Chief of Police

GENERAL ORDER NO. 74-6

SUBJECT: FURLOUGHS

PURPOSE: To establish procedures regulating furloughs of the sworn personnel of the Police Department.

I. GENERAL REGULATIONS

A. Furloughs taken during any calendar year must have been earned during the previous calendar year. (Except by written permission of the Chief of Police).

B. For the purpose of computing time, furloughs are based on the calendar year.

C. In the event a member retires, resigns, or otherwise leaves the employ of the Police Department, he shall be allowed to take all accrued furlough days or be compensated in lieu thereof, up to a maximum of 40 days.

D. Members appointed or reinstated during a calendar year are not entitled to any furlough during the year of appointment or reinstatement. The following year they are entitled to furlough pro-rated in accordance with the terms of current Locust Club Contract and time served during calendar year of appointment or reinstatement.

E. Seniority for the purpose of determining choice of furlough period will be as defined in the existing Locust Club Contract.

1. For the purpose of this General Order, an interruption of service is construed as the removal of the member's name from the roster of the Police Department, for any period of time.

2. In the event a member completes five years of continuous service after reinstatement, the original date of appointment will again become effective for the purpose of furlough choice, less the actual time said member was removed from the Police Department roster.

F. Length of Furlough

1. Length of furloughs will be in accordance with

current Locust Club Contract.

2. The Department will grant furloughs based on the number of years service on January 1st of each calendar year as per agreement with the current Locust Club Contract.

G. Loss of Furlough

A member of the Department, absent from duty on six or more separate occasions or absent from duty for a total of 90 days during any calendar year as a result of illness or injury not sustained in the line of duty, may forfeit furlough time for the next year in proportion to the lost time at the discretion of the Chief of Police.

II. FURLOUGH SELECTION

A. There will be two (2) annual furlough periods insofar as the Police Department is concerned. They are:

1. A restricted furlough period beginning on the Sunday following the first Saturday in May and ending on the third Saturday in September.

2. The remainder of the year.

B. Restrictions

1. Police Officers

Number assigned to a Section,
Unit, Squad or Office by Platoon:

Number allowed on
furlough at one time:

1 to 12 inclusive	1
13 to 20 inclusive	2
21 to 29 inclusive	3
30 to 37 inclusive	4
38 to 45 inclusive	5
46 to 54 inclusive	6
55 to 60 inclusive	7

Individual furlough choices will be made in order of seniority among the officers of individual platoons of the organization subdivisions.

EXAMPLE: Section C, 1st Platoon personnel would make choices in order of seniority among personnel of the platoon only, as would the second and third platoons. Based on the number assigned, the number of officers on furlough at any given time would be as follows:

Number Assigned:

Number allowed on furlough at one time:

1st Platoon - 14	2
2nd Platoon - 16	2
3rd Platoon - 21	3

2. Sergeants

Sergeants will choose furloughs in order of seniority (date of appointment as Sergeant) within their assignment. The number of sergeants on furlough at any given time will be determined by their commanding officer. No sergeant's furlough may be taken at the same time as his Platoon Lieutenant.

3. Other Command Positions

(a) The Commanding Officer of the Patrol Division, Management Services Division, Internal Affairs Division, and Criminal Investigation Division will exercise control over the scheduling of furloughs for Lieutenants and Captains assigned to their divisions, sufficient to maintain an adequate number of command personnel on duty at all times.

(b) There will be only one Staff Inspector on furlough at one time

(c) Police Majors shall choose their furloughs as approved by the Deputy Chief of Police commanding their respective bureaus.

III. GENERAL INSTRUCTIONS

A. Furlough Choice

Furlough choice is defined as a period consisting of one or more consecutive furlough blocs.

B. Furlough Blocs - Minimum and Maximum

1. The minimum furlough bloc will be five (5) days, or one week with recreation days included. Individual furlough days may be taken at any time but at the convenience of the Police Department with permission of the unit commanding officer.

2. All individual furlough blocs will begin on Sunday and end on the following Saturday.

3. During the restricted furlough period, no member will be permitted to take more than two consecutive five (5) day furlough blocs with recreation days added, without written permission of the Chief of Police.

(a) Request for such permission will be made on Inter-Departmental stationery, directed to the member's immediate superior, setting the reason(s) the request is being made. After consideration, the immediate superior will recommend approval or disapproval and forward the request with his recommendation through the chain of command. All superior officers, through whom the request passes, will be required to recommend either approval or disapproval.

(b) The Chief of Police, after considering the request and all recommendations, will approve or disapprove in writing.

(c) All persons anticipating or intending to make such request are responsible for submitting the request not less than thirty (30) days prior to the expected starting date of the furlough.

(d) An answer to the request will be rendered by the Chief of Police or his designee not less than seven (7) days prior to the expected starting date of the furlough.

4. When a senior member elects to exercise a choice of

a furlough, he will not be entitled to another choice of his remaining furlough time until all other officers in the unit have exercised their first choice.

5. All furloughs must be taken within the calendar year due unless otherwise authorized in writing by the Chief of Police (refer to III, B-3).

6. Transfers

Those members choosing furloughs and being subsequently transferred to another unit, will have their furlough choice honored.

7. Furloughs may be cancelled by the Chief of Police for the purpose of maintaining adequate coverage of Police responsibilities during emergencies.

C. Compensatory Time and Extra Recreation Days

1. During the restricted furlough period, no time due shall be added to any furlough.

2. During the remainder of the year, compensatory time, extra recreation time, or additional furlough days may be added to a furlough provided that:

(a) It does not interfere with the furlough of another, and

(b) That written permission is granted by the commanding officer of the member requesting the additional time.

BY ORDER OF:

Thomas F. Hastings
Chief of Police